

Publish: February 9th, 2024 and February 23rd, 2024

NOTICE TO BIDDERS

LAKE COUNTY WEED AND PEST BOARD CONTRACT SPRAYING OF COUNTY RIGHT-OF-WAY AND RIPRAP FOR NOXIOUS WEEDS

Notice is hereby given that the Lake County Commission will receive sealed bids at the Lake County Auditor's Office, 200 East Center St., Madison, SD 57042, until 10:00 a.m. on the 1st day of March 2024. At 10:30 a.m. all bids will be publicly opened and read in the commission room. Bids will be reviewed by Lake County at a subsequent meeting of the Lake County Commissioners.

SPECIFICATIONS

1. Project: Furnishing labor and equipment to spray county right-of-way and riprap for noxious weeds.
2. Scope: Bids shall be submitted on a dollar cost per mile basis for the services of machinery and labor from contractors and other sources with the bidder furnishing machinery, operator, repairs, fuel, oil, workmen's compensation, and other incidentals necessary to spray county right-of-way for noxious weeds.

All firm bids. Plainly mark on the outside envelope:

“Contract Weed Spraying”

Additional specifications for the above item may be obtained at the Lake County Highway Department's Office: 1001 SW 4th Street, Madison, SD 57042; by phone: (605) 256-7607 or email: lakehwy@lake.sd.gov. Bids shall be prepared and submitted in accordance with the Bidding Documents. Lake County reserves the right to accept or reject any or all bids.

By order of the Board of Lake County Commissioners.

Paula Barrick
Lake County Auditor

PUBLIC NOTICE PUBLISHED TWICE
@ A TOTAL APPROXIMATE COST OF \$_____.

SPECIFICATIONS:

1. One spray application will be performed by the contractor in the Fall of 2023.
2. Contractor does hereby agree to furnish the necessary equipment and labor to control the growth of declared noxious weeds within the right-of-way of county routes as shown on the attached map (Exhibit A). Mobilization, expenses, equipment (including support vehicles, “water wagons”, etc).
3. Tordon/2,4-D shall be continuously applied @ 40’ wide approximately (both sides) measured from where the shoulder meets grass, for the entire length of each route. Quantities were based on 1 Qt. Tordon and 2 Qts. 2,4-D per acre.
4. Milestone shall be utilized for spot treatments within the right-of-way limits. Quantities were based on 7 oz. per acre.
5. Surfactant was figured for all applications at the rate of 1 Quart per 100 gallons considering a 15 gal/acre carrier rate.
6. The herbicide will be supplied by the county if something else is needed, the type and price shall be negotiated and added by Change Order, prior to the use of the herbicide. The contractor may substitute other common industry herbicides which meet or exceed those listed in the bid item list, as approved by the Weed Supervisor. The Contractor shall submit his intended list of herbicides to the Weed Supervisor 3 weeks prior to commencing work or at the pre-construction meeting for approval.
7. The Contractor agrees to indemnify, save and hold harmless, the County and all its employees and agents, from any and all claims, demands, actions or causes of action of whatsoever nature or character arising out of or by reason of, the execution or performance of the work provided for under this contract whether or not the Contractor is itself negligent or otherwise culpable, and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever nature or character arising under this contract whether or not the Contractor is itself negligent or otherwise culpable. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from acts or omissions of the County, it’s officers or employees.
8. The Contractor shall not stop their vehicles on the roadway or driving lanes.
9. The spraying shall be accomplished by personnel properly licensed by the South Dakota Department of Agriculture. A copy of the license(s) shall be presented to the Weed Supervisor prior to proceeding.
10. All Contractor spraying vehicles shall be equipped with a flashing amber warning light which shall be in operation while spraying highway right-of-way.

11. Frequency and timing of application shall be made in accordance with the herbicide label, and prior to the flowering stage. If several applications are required per growing season, the Weed Supervisor shall discuss with the contractor to determine the beginning date and ending date.
12. The Contractor shall complete the attached daily form “Application Record” (Exhibit B) furnished by the Department after the completion of a specific route and each day of spraying. The amount of herbicide applied shall be recorded to the nearest gallon or ounce. The Contractor shall provide the Weed Supervisor with a completed copy of the daily form (Application Record) within one week after completing the spraying. Failure to submit the Application Record in a timely manner may result in a price adjustment for the contract.
13. The contract work shall not exceed the total dollar amount shown on this contract without prior approval by the Lake County Weed Supervisor.
14. The Contractor shall supply visible proof (Application Record, Exhibit B) to the Weed Supervisor that the spraying operations are performing effectively by killing weeds. Failure to supply visible proof will result in non-payment of work performed.
15. Any waste materials shall be properly disposed of by the contractor.

CONVERSION CHART		
Unit of Measure	Equivalent	Ounces
4 Quarts	1 Gallon	128 Ounces
2 Pints	1 Quart	32 Ounces
1 Pint	2 Cups	16 Ounces
1 Cup	-	8 Ounces

16. Contractor will be required to sign contract with Lake County outlining the above specifications.
17. If contractor does not meet specifications, Lake County may cancel contract.
18. Lake County has the right to accept or reject any and all bids.